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8 **UNITED STATES DISTRICT COURT**
9 **DISTRICT OF NEVADA**

10 SALVADOR PLASCENCIA, individually; and
11 KYLE HAIL, individually,

12 Plaintiffs,

13 vs.

14 HARTFORD FIRE INSURANCE COMPANY,
15 a Connecticut Corporation; DOES, I through X,
16 inclusive; ROE BUSINESS ENTITIES, I
17 through X, inclusive,

18 Defendants.

Case No.: 2:22-cv-01420-GMN-VCF

STIPULATED PROTECTIVE ORDER

18 COME NOW Defendant, Hartford Fire Insurance Company (“PHH”), and Plaintiffs
19 Salvador Plascencia and Kyle Hail (“Plaintiffs”), by and through their respective counsel of
20 records, and hereby stipulate and agree as follows:

21 1. Any party or non-party may designate as “confidential” (by stamping the relevant
22 page or as otherwise set forth herein) any document or response to discovery which that party or
23 non-party considers in good faith to contain nonpublic personal information (“NPI”) as defined by
24 Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801-6809 et seq. (“Confidential Information”). Where
25 a document or response consists of more than one page, the first page and each page on which
26 Confidential Information appears shall be so designated.

27 2. A party or non-party may designate information disclosed during a deposition or in
28 response to written discovery as “confidential:” by so indicating in said response or on the record

1 at the deposition and requesting the preparation of a separate transcript of such material.
2 Additionally, a party or non-party may designate in writing, within twenty (20) days after receipt
3 of said responses or of the deposition transcript for which the designation is proposed, that specific
4 pages of the transcript and/or specific responses be treated as “confidential” information. Any
5 other party may object to such proposal, in writing or on the record. Upon such objection, the
6 parties shall follow the procedures described in paragraph 8 below. After any designation made
7 according to the procedure set forth in this paragraph, the designated documents or information
8 shall be treated according to the designation until the matter is resolved according to the procedures
9 described in paragraph 8 below, and counsel for all parties shall be responsible for making all
10 previously unmarked copies of the designated material in their possession or control with the
11 specified designation.

12 3. All information produced or exchanged in the course of this case (other than
13 information that is publicly available) shall be used by the party or parties to whom the information
14 is produced solely for the purpose of this case.

15 4. Except with the prior written consent of the other parties, or upon prior order of this
16 Court obtained with notice to opposing counsel, Confidential Information shall not be disclosed to
17 any person other than:

- 18 (a) counsel for the respective parties in this litigation, including in-house
19 counsel and co-counsel retained for this litigation;
- 20 (b) employees of such counsel;
- 21 (c) individual parties, class representatives, any officer or employee of a party,
22 to the extent deemed necessary by Counsel for the prosecution of this
23 litigation;
- 24 (d) consultants or expert witnesses retained for the prosecution or defense of
25 this litigation, provided that each such person shall execute a copy of the
26 Certification attached to this Order as **Exhibit A** (which shall be retained
27 by counsel to the party so disclosing the Confidential Information and made
28 available for inspection by opposing counsel during the pendency or after

1 the termination of the action only upon good cause shown and upon order
2 of the Court) before being shown or given any Confidential Information and
3 provided that if the party chooses a consultant or expert employed by a
4 corporate defendant or one of its competitors, the party shall notify the
5 opposing party, or designating non-party, before disclosing any
6 Confidential Information to that individual and shall give the opposing party
7 an opportunity to move for a protective order preventing or limiting such
8 disclosure;

9 (e) any authors or recipients of the Confidential Information;

10 (f) the Court, personnel, and court reports; and

11 (g) witnesses (other than persons described in paragraph 4(e).) A witness shall
12 sign the Certification before being shown a confidential document.
13 Confidential Information may be disclosed to a witness who will not sign
14 the Certification only in a deposition at which the party who designated the
15 Confidential Information is represented or has been given notice that
16 Confidential Information shall be designated "Confidential" pursuant to
17 paragraph 2 above. Witnesses shown Confidential Information shall not be
18 allowed to retain copies.

19 5. Any persons receiving Confidential Information shall not reveal or discuss such
20 information to or with any person who is not entitled to receive such information, except as set
21 forth herein.

22 6. Unless otherwise permitted by statute, rule, or prior Court Order, papers filed with
23 the Court under seal shall be accompanied by a contemporaneous motion for leave to file those
24 documents under seal and shall be filed consistent with the Court's electronic filing procedures.
25 Notwithstanding any agreement among the parties, the party seeking to file a paper under seal
26 bears the burden of overcoming the presumption in favor of public access to papers filed in court.
27 *See Kamakana v. City & Cnty. of Honolulu*, 447 F.3d 1172, 1178 (9th Cir. 2006).

1 7. A party may designate as “confidential” documents or discovery materials
2 produced by a non-party by providing written notice to all parties of the relevant document
3 numbers or other identification within thirty (30) days after receiving such documents or discovery
4 materials. Any party or non-party may voluntarily disclose to others without restriction any
5 information designated by that party or non-party as confidential, although a document may lose
6 its confidential status if it is made public.

7 8. If a party contends that any material is not entitled to confidential treatment, such
8 party may at any time give written notice to the party or non-party who designated the material.
9 The party or non-party who designated the material shall have twenty-five (days) from the receipt
10 of such written notice to apply to the Court for an order designating the material as confidential.
11 The party or non-party seeking the order has the burden of establishing that the document is entitled
12 to protection.

13 9. Notwithstanding any challenge to the designation of material as Confidential
14 Information, all documents shall be treated as such and shall be subject to the provisions hereof
15 unless and until one of the following occurs:

- 16 (a) the party or non-party claims that the material is Confidential Information
17 withdraws such designation in writing; or
18 (b) the party or non-party who claims that the material is Confidential
19 Information fails to apply to the Court for an Order designating the material
20 confidential within the time period specified above after receipt of a written
21 challenge to such designation; or
22 (c) the Court rules the material is not confidential.

23 10. All provisions of this Order restricting the communication or use of Confidential
24 Information shall continue to be binding after the conclusion of this action, unless otherwise agreed
25 or ordered. Upon conclusion of the litigation, a party in the possession of Confidential
26 Information, other than that which is contained in pleadings, correspondence, and deposition
27 transcripts, shall either (a) return such documents no later than thirty (30) days after conclusion of
28

1 the action to counsel for the party or non-party, or (b) destroy such documents within the same
2 time period.

3 11. The terms of this Stipulation and Order do not preclude, limit, restrict or otherwise
4 apply to the use of documents at trial.

5 12. Nothing herein shall be deemed to waive any applicable privilege or work product
6 protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of material
7 protected by privilege or work product protection.

8 13. Any witness or other person, firm, or entity from which is discovery is sought may
9 be informed of and may obtain the protection of this Order by written advice to the parties'
10 respective counselor by oral advice at the time of any deposition or similar proceeding.

11 14. This Stipulated Protective Order may be modified by the Court at any time for good
12 cause shown following notice to all parties and an opportunity to be heard. The Court shall retain
13 jurisdiction to modify the terms of this Stipulated Protective Order.

14 **Exhibit A**

15 I, _____, have been advised by counsel of record for
16 _____ in _____
17 of the protective order governing the delivery, publication, and disclosure of confidential
18 documents and information produced in this litigation. I have read a copy of the protective order
19 and agree to abide by its terms.

20 _____
21 Signed

22 _____
23 Printed Name

24 _____
25 Date

26
27 [Signatures on next page]
28

1 IT IS SO STIPULATED.

2 DATED this 2nd day of May, 2023.

DATED this 2nd day of May, 2023.

3 PRINCE LAW GROUP

WRIGHT, FINLAY & ZAK, LLP

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/s/ Stephanie Garabedian

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12 *Attorneys for Plaintiffs, Kyle Hail*

and Salvador Plascencia

13 IT IS SO ORDERED.

14 Dated this 3rd day of May, 2023.



15 UNITED STATES MAGISTRATE JUDGE